

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORIGINAL SIDE

APPEAL NO.966 OF 2005
IN
NOTICE OF MOTION NO.2940 OF 2005
IN
SUIT NO.2685 OF 2005

Label Expositions Private Limited

Appellant

vs.

Tarus Group plc.

Respondent

Mr.A.J.Alex for the appellant.

Mr.Sanjay Krishnan i/b.M/s.Singhanian Legal Services for
the respondent.

CORAM : R.M. LODHA &
D.G. KARNIK, JJ.

DATED : 15th December 2005

P.C.

On 24th November 2005, we passed the following
order:

"We are informed by the learned counsel
appearing for the parties that parties are
negotiating for settlement and if some time
is granted, there is every likelihood of the
matter being settled mutually between the
parties.

2. At their request, stand over for one
week."

2. Then on 1.12.2005 we were told by the learned
advocates for the parties that principally the parties
have agreed for settlement and terms are to be drawn.

As prayed for by them, we granted two weeks time and kept the matter for settlement.

3. Mr.A.J.Alex, advocate for the appellant at the outset sought for adjournment on the ground that the terms of settlement are not yet finalised. Earlier twice the matter was adjourned on that ground but no final settlement has yet been arrived at. We are not inclined to grant any further time for settlement as we find that the parties are taking the Court for ride and they seem to be casual in their statement before the Court; perhaps they feel on the ground of settlement, the adjournment can be conveniently sought.

4. We then heard the advocate for the appellant. The plaintiff is aggrieved by the impugned order as the learned Motion Judge did not grant the ad-interim order as prayed for by the plaintiff.

5. After hearing him, we are satisfied that no inteference is called for in the impugned order and the view of the learned Single Judge that at the ad-interim stage no further interim order can be passed in favour of the plaintiff does not suffer from any infirmity warranting interference.

6. The case of the plaintiff is founded on

confidentiality agreement. According to the plaintiff, the confidentiality agreement was entered into between the parties on 16th November 2004. The defendant vide e-mail dated November 18, 2004 agreed that they will not compete with the plaintiff until July 2007. It is the plaintiff's case that the defendant sent further e-mail on November 19, 2004 confirming their position not competing with the plaintiff before July 2007. The plaintiff says that the non-compete clause was accepted by them and, accordingly, non-compete agreement became final and binding between the parties and now defendant intends to act in breach of the non-compete clause and support India Label Summit 2006. The plaintiff's case is that irreparable loss would be caused to them if the defendant is permitted to support the India Label Summit 2006 in breach of non-compete agreement.

7. We are informed by the advocate for the appellant that the India Label Summit 2006 is to commence from 21.2.2006.

8. In the circumstances, we are satisfied that merits of the contentions need not be examined in the appeal and it would be in the fitness of things if notice of motion itself is heard and decided by the learned motion Judge at the earliest, if not by the end of January 2006 then at least by 15th February 2006.

9. The learned motion Judge is requested to hear and decide the notice of motion no.2940/2005 as early as possible and preferably before the time indicated above.

10. With the aforesaid observations, the appeal is disposed of.

(R. M. LODHA, J.)

(D. G. KARNIK, J.)